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AGREEMENT BETWEEN

**ORANGE-ULSTER BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

for

Para-Educator Unit

JULY 1, 2005

to

JUNE 30, 2010

ORANGE-ULSTER BOCES

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**ORANGE-ULSTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION**

I PROFESSIONAL NEGOTIATIONS AGREEMENT

This Agreement is made and entered into by and between the Board of Cooperative Educational Services, Sole Supervisory District of Orange and Ulster Counties, Goshen, New York, hereinafter referred to as "BOCES" and the United Public Service Employees Union (Para-Educator Unit) hereinafter referred to as "UPSEU"

II PURPOSE

In order to effectuate the provisions of the Taylor Law, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1st day of July, 2005, and expires on the 30th day of June, 2010 by and between BOCES and the Para-Educator Unit.

III RECOGNITION

BOCES recognizes the United Public Service Employees Union as the exclusive bargaining representatives of the Para-Educator Unit consisting solely and only of PARA-EDUCATORS, TECHNICAL PARA-EDUCATORS, OCCUPATIONAL PARA-EDUCATORS, FOOD SERVICE HELPERS, SR. FOOD SERVICE HELPERS hereinafter referred to as "Para-Educator".

IV EFFECTIVE DATE

This Agreement shall become effective as of July 1, 2005 and shall remain in effect until June 30, 2010.

V DEFINITION OF EMPLOYMENT/EMPLOYMENT YEAR

- A. The employment year is defined as September 1 through the following June 30 for ten-month Para-Educators. The work year shall be set at the sole discretion of BOCES. In cases where Para-Educators are actually present and working for 188 days any additional days beyond that number shall be salaried at the 1/200th of the Para-Educator's annual salary.
- B. If a Para-Educator is hired after February 1st, he/she will remain on the step for which he/she was hired. If a Para-Educator is working in a vacant position prior to February 1st, he/she will receive a step the following September.

- C. All Para-Educators will be given a copy of BOCES Job Description at the time of employment.

VI DEFINITION OF WORKDAY

- A. The workday will begin at the start of student classes each morning and continue through the completion of student bus dismissal, not to exceed six (6) hours. Each Para-Educator shall be entitled to two (2) fifteen (15) minute duty free periods each workday. Student class starting times for the various programs will be listed in the faculty handbook. All Para-Educators will be required to attend a faculty meeting once per month, if necessary, as determined by the Director of Special Education, Director of CTEC or Program Administrator. All Para-Educators attending faculty meetings will only be required to stay for one (1) hour past the end of the workday. Those who wish to stay longer may do so. Para-Educators will be notified forty-eight (48) hours prior to any faculty meetings.
- B. The workday for Occupational Para-Educators, Technical Para-Educators, Food Service Helpers and Sr. Food Services Helpers will be a total of 7.5 hours per day and will be entitled to a thirty (30) minute duty free period each day. Career & Technical Education Para-Educators will work from 3:30 p.m. to 4:00 p.m. when requested.

VII CALENDAR

The work year for Para-Educators shall conform with the school calendar. In the event of a deviation from the calendar, i.e. the closing of school because of inclement weather or other emergencies, all Para-Educators shall continue to receive full pay.

VIII SALARY

- A. Effective July 1, 2005, Para-Educators shall receive a two percent (2%) salary increase.
- B. Effective February 1, 2006, Para-Educators shall receive a two percent (2%) salary increase.
- C. Effective July 1, 2006, Para-Educators shall receive a five percent (5%) salary increase, inclusive of Step.
- D. Effective July 1, 2007, Para-Educators shall receive a five percent (5%) salary increase, inclusive of Step.
- E. Effective July 1, 2008, Para-Educators shall receive a five percent (5%) salary increase, inclusive of Step.

- F. Effective July 1, 2009, Para-Educators shall receive a five percent (5%) salary increase, inclusive of Step.
- G. BOCES will implement an employee funded Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code.

IX EMPLOYEE RIGHTS AND WORKING CONDITIONS

A. VACANCIES

If a Para-Educator Unit position becomes vacant or a new Para-Educator Unit position is created, BOCES agrees to give prior notice of the vacancy to the Para-Educator Unit and post said vacancy conspicuously. Prior notice will be sufficient to allow Para-Educators on staff to make first application. It is understood that this first application does not bind the BOCES to fill the vacancy from the current staff. The Unit President will receive three (3) copies of the vacancy notice. Seniority would be a factor in considering reassignment of Para-Educators due to layoffs; the Director of Special Education and/or the Director of CTEC will make the final decision.

B. RETIREMENT PLAN

1. Para-Educators may continue to participate in the New York State Employee Retirement System as provided by law.
2. Para-Educators who have worked for the Cooperative Board for at least ten (10) full consecutive years shall be paid for each year of service upon retirement pursuant to the schedule below. One (1) year's advance written notice of their intent to retire must be submitted to the Board. Written notice to the Board for June 30th retirement must be made no later than January 1st. The one (1) year advance notice shall be waived in cases involving extenuating medical conditions, and for Para-Educators retiring in the first year of the Agreement. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the Retirement System should they have been members. Para-Educators retiring between July 1, 2006 to December 31, 2006 will only be required to provide thirty (30) days written notice.

Amounts are non-cumulative as follows:

1-14 Years	-	\$500 per year of service
15-19 Years	-	\$750 per year of service
20+ Years	-	\$1,000 per year of service

3. Payment for unused sick and personal days shall be as follows:

\$30.00 per day - 1 to 59 days
\$35.00 per day - to 69 days
\$40.00 per day - to 79 days
\$50.00 per day - to 90 days
\$55.00 per day - 90 to 250 days

In order to qualify for this benefit the service to Orange-Ulster BOCES must be consecutive. The Para-Educator must be eligible to retire pursuant to the rules of the Retirement System, be age eligible to retire and actually retire by submitting application to the Retirement System. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the system should they have been members of the Retirement System.

One (1) year's advance written notice of retirement must be submitted to the Board. Written notice to the Board for a June 30 retirement must be made no later than January 1. Para-Educators with an effective retirement date between July 1, 2006 and December 31, 2006 school year will be required to provide thirty (30) days written notice.

C. HEALTH INSURANCE

1. Effective July 1, 2005 through June 30, 2006, BOCES shall pay the full cost of the health insurance offered by the BOCES for both their individuals and family plans. Any Para-Educator hired to begin working on or after July 1, 1992 will pay twenty-five (25%) percent of the difference of the health insurance premium between the 1991-92 rates and the 2005-06 rates.
2. Effective July 1, 2006 and thereafter, Para-Educators receiving health coverage will contribute to the annual Single/Family Health Premium according to the following schedule:

Base Salary of \$30,000 or under	-	Five (5%) Percent of Premium
Base Salary of \$30,001 - \$50,000	-	Ten (10%) Percent of Premium
Base Salary of \$50,001 - \$70,000	-	Fifteen (15%) Percent of Premium
Base Salary of \$70,001 +	-	Twenty (20%) Percent of Premium

3. Duplicate coverage on any Para-Educator will not be permitted. BOCES will pay the following amounts to any member of the bargaining unit who elects not to participate in the health insurance plan for a given year:

Single Plan - \$1,600.00

Family Plan - \$1,800.00

Para-Educators currently receiving the Health Insurance Buyout who wish to enroll in the Health Plan, must make application by January 1, for coverage on the following fiscal year. Actual date of admission will be subject to the rules of the Health Plan. In cases of hardship, this provision may be waived by Orange-Ulster BOCES.

4. Upon retirement, health insurance shall continue in effect for ninety (90) days. After this period, a Para-Educator who has been consecutively employed by BOCES for the following number of years shall be entitled to a BOCES contribution as identified below:

Five (5) Years:	50%	Individual / 35% Family
Ten (10) Years:	60%	Individual / 40% Family
Fifteen (15) Years:	75%	Individual / 50% Family
Twenty (20) Years:	80%	Individual / 60% Family
Twenty-five (25) Years:	100%	Individual / 75% Family
Thirty (30) Years:	100%	Individual / 100%Family

This provision is applicable exclusively to Para-Educators who retire after July 1, 2006. In order to qualify for this benefit the service to BOCES must be consecutive. The Para-Educator must be eligible to retire pursuant to the rules of the Retirement System, be age eligible to retire and actually retire by submitting application to the Retirement System. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the system should they have been members of the Retirement System.

One (1) year's advance written notice of retirement must be submitted to the BOCES. Written notice to the BOCES for a June 30 retirement must be made no later than January 1. Para-Educators with an effective retirement date between July 1, 2006 and December 31, 2006 school year will be required to provide thirty (30) days written notice.

D. CONTRACT REPRODUCTION

Orange-Ulster BOCES will copy and distribute the contract to all Para-Educators.

E. EXTRACURRICULAR ACTIVITIES

Compensation for extracurricular activities shall be granted to Para-Educators who volunteer (i.e., Odyssey of the Mind, JASON, etc.). The aforesaid compensation shall be twenty-five dollars (\$25.00) per hour. Assignment to extracurricular activities shall be on a volunteer basis.

F. FIELD TRIPS

In no event shall a Para-Educator be responsible for any fees or admission charges, etc. connected with a field trip. All such fees or charges for admission shall be paid in full in advance for each Para-Educator accompanying a group on a field trip.

X PAID LEAVE

A. PERSONAL LEAVE

Para-Educators shall be allowed personal leave for business that cannot be conducted other than during the work day. All requests for personal leave are subject to the approval of the Director and shall not exceed three (3) days during the employment year. Written notice, when possible, stating the reason for the request will be submitted by the Para-Educator at least five (5) days in advance of the leave. One (1) of the three (3) personal leave days may be used as a "no reason" day. No personal leave days will be granted on a day prior to or following a holiday or vacation. Personal leave is non-cumulative except for retirement purposes. Annual unused personal leave will revert to the Para-Educator's cumulative sick leave total. These days are to be used only for redemption at retirement. See Appendix "F".

B. SICK LEAVE

1. Para-Educators shall be allowed a total of fourteen (14) days of absence at full pay during the employment year due to personal or family illness or injury. Family shall be defined as the spouse or child of the Para-Educator. Unused sick leave shall be accumulative to two hundred fifty (250) days.
2. Para-Educators who wish to participate in a Sick Bank may do so by advising the Administration, in writing, no later than September 15th of each year. Upon receipt of such notice, the Para-Educator's individual sick leave will be diminished by one (1) day, and that day will be contributed to a sick bank jointly administered by an equal number of Administration and Para-Educator

Unit representatives for the purpose of supplementing Para-Educators exhausted individual sick leave entitlement in cases of catastrophic, long term, disabling illnesses or accidents. All utilization of sick bank days must be approved by a majority of the committee. Upon exhaustion of the sick bank the Para-Educators may contribute one (1) additional day to the bank, but in no event, shall a Para-Educator be permitted to contribute more than two (2) days to the bank in one (1) year.

3. Para-Educators who do not use any sick days and any personal leave days in a given fiscal year, shall be entitled to a bonus of one hundred twenty-five dollars (\$125.00), to be paid at the conclusion of that year. This applies only to Para-Educators who have worked for BOCES for the entire year.
4. Para-Educators employed in the two (2) day p.m. after school program will be permitted six (6) sick days per year. Para-Educators employed in the four (4) day p.m. after-school program will be permitted eleven (11) sick days per year. Sick days for any after-school program are cumulative but may not be used in connection with any retirement incentive or any absence in day program.
5. Para-Educators who are employed in the summer school program will be permitted two (2) sick days per year. These are non-cumulative and may not be used in connection with any retirement incentive or school year full-day program.
6. A Side Letter relating to absenteeism dated February 23, 2006 is attached hereto as Attachment "A".

C. BEREAVEMENT

A maximum of three (3) days leave per incident with pay shall be granted for each death in the Para-Educator's immediate family. Immediate family shall include spouses, parents, offspring, siblings, grandparents, spouse's parents, and/or any other person who resides in the household of the Para-Educator.

D. PARA-EDUCATOR PROTECTION

1. Para-Educators shall give oral notice to the office of the Director of all cases of assault before student dismissal on the day of the assault, if the Para-Educator is capable of making such report. Para-Educators shall be required

to file a written report of all cases of assault suffered by Para-Educators in connection with their employment within three (3) days of the incident to the Director. The Director will send a written acknowledgment of the report to the Para-Educator within three (3) days of receipt of such report.

2. As per the requirements of paragraph A, if a Para-Educator sustains personal injury by reason of an unprovoked assault during the scope of employment and during performance of a Para-Educator's authorized duties in this BOCES, the Para-Educator shall be paid full salary for any loss of necessary time resulting therefrom for a maximum period of six (6) months immediately following the assault.
 - a. Such paid absences shall not be deducted from any leave to which the Para-Educator is entitled under this Agreement.
 - b. The amount of salary payable by Orange-Ulster BOCES to such Para-Educator shall be reduced by the amounts received by the Para-Educator as Worker's Compensation benefits and New York State Disability Benefits.
 - c. Following an absence of more than five (5) consecutive school days, a doctor's statement shall be submitted to BOCES by the Para-Educator as a condition precedent to further salary payment pursuant to this section by BOCES. After two (2) school weeks of consecutive absence, the Para-Educator must submit to an examination by BOCES' own doctor, and the Para-Educator must return when able.
 - d. The Para-Educator agrees to reimburse BOCES for any salary paid to the Para-Educator pursuant to this section out of the proceeds of any recovery in a law suit brought by the Para-Educator arising out of assault.
3. BOCES shall compensate Para-Educator for damage to personal property normally worn or carried in school whenever such damage is the direct result of an unprovoked physical contact with students during regular assigned working hours in the course of performing regular assigned duties. Prerequisites to recovering pursuant to claims made under this provision are:

immediate notice to the Director of such loss; a written report filed with the Director no later than the end of the school day on which the loss occurred describing the accident and the amount of damage, including any documentation to substantiate the damage claim; and the approval of the Director. If the Para-Educator is not capable of making the report immediately, then the written report will be submitted as soon as the Para-Educator is capable of doing so. BOCES maximum liability hereunder shall be two hundred dollars (\$200).

E. JURY DUTY

Time responding for a summons for jury duty shall be allowed without loss of leave days or salary. The Para-Educator shall pay over to BOCES all remuneration received for jury duty services excepting transportation and meal allowances. Subject to conditions set forth in the staff handbook.

F. CONFERENCE LEAVE

The Administration may, in its discretion, grant leave for designated professional conferences and times, non-chargeable to sick or personal leave. The applicant shall make the request not less than two (2) weeks or more than six (6) weeks prior to the conference with response by the Administration within five (5) working days. In cases where notice is not given to Para-Educators, for the above-mentioned time, consideration shall be immediate.

XI UNPAID LEAVE

A. HARDSHIP LEAVE

The Administration may, in its discretion, grant leave for personal health or family hardship for a period of one (1) year without pay, or other benefits paid for by BOCES, provided that such leave shall be diminished or extended so that the Para-Educator shall return to work at the beginning of the following school year.

"Family" shall mean spouse, mother, father, brother, sister or unmarried children who are members of the Para-Educator's household.

B. CHILD CARE LEAVE

Para-Educators shall be granted a leave of absence, without pay or other benefits paid for by BOCES, for the purpose of caring for their newborn or newly adopted child. The leave shall not exceed one (1) year and shall end at the beginning of a school year. The Para-Educators must apply for child care leave three (3) months in advance

of the commencement date, except in cases where a certified medical condition precludes such notice.

XII PERSONNEL FILES

Upon the written request of a Para-Educator, he or she will be permitted to examine his or her personnel file, with the exception of confidential letters of reference. A Para-Educator may request a UPSEU representative to accompany his/her when examining the file. Facilities shall be made available for the Para-Educator to make photocopies of the contents of his/her files, at a charge to the Para-Educator. No material shall be placed in a Para-Educator's file unless that Para-Educator has had an opportunity to read the material. The Para-Educator shall acknowledge that he or she had read such material by affixing his or her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed, and does not necessarily indicate agreement with its contents. The Para-Educator shall have the right to answer any material filed and his or her answer shall be attached to the file copy. When a Para-Educator requests time to examine his/her file the Personnel Office has a reasonable time to make the file available for examination. When a Para-Educator desires to answer any material filed, the written answer must be received by the Program Director within five (5) working days after the material has been received by the Para-Educator.

Anything negative in the Para-Educator's personnel file that was not previously reviewed by the Para-Educator will, at the Para-Educator's request, be removed.

XIII PARA-EDUCATOR OBSERVATION

The main purpose of an observation of a Para-Educator by a BOCES Administrator is to offer professional support, constructive criticism and suggestions for improving and enriching the work of the Para-Educator in order that the student program may be conducted effectively and according to sound educational principles.

Since the observation is intended to promote development of the educational program and to stimulate the professional development of the Para-Educator, the observing administrator shall provide the Para-Educator concerned with a copy of the observation as soon as feasible following the observation. A follow-up conference shall be held within five (5) working days of the receipt of the written observation, if requested, to review the contents of the observation. The conference shall be held privately.

The Para-Educator shall sign a copy of the observation acknowledging that he or she has read such material. The signed copy will be filed. Failure to sign such observation may be noted

and included in the file. The Para-Educator may make a written response to the observation within five (5) working days of the conference, or within five (5) working days of the receipt of the written observation if no conference is held. The response shall be attached to the file copy of the observation.

XIV TRANSPORTATION OF STUDENTS

- A. No Para-Educator shall be required to transport students in his or her personal car.
- B. No Para-Educator will be required to drive a school bus.

XV CONTINUING EDUCATION

The Administration, at its discretion, may grant permission for the taking of continuing education courses by Para-Educators. Upon presentation of a certificate of successful completion of courses, the Para-Educator will receive a single payment of five and 00/100 dollars (\$5.00) per clock hour spent in the continuing education course. To be eligible for this payment, prior written approval for attendance at the course must be given by the Director, Executive Director for Personnel or his/her designee. A record of each continuing educational course approved

and completed successfully shall be placed in the personnel file of the Para-Educator concerned. No reimbursement shall be given if BOCES provides or pays for the course or program.

XVI PAYROLL DEDUCTIONS

BOCES shall deduct from the Para-Educator's pay, UPSEU membership dues/agency fees in accordance with the amount certified by the UPSEU upon receipt of signed written authorization to do so by an employee. These deductions shall be made on the basis of twenty-two (22) or twenty-six (26) equal payments as requested by each Para-Educator, throughout the school year. UPSEU will apprise the Business Office of the total amount of the dues to be deducted each year. A check shall be issued to the United Public Service Employees Union, 3555 Veteran's Highway, Suite H, Ronkonkoma, New York, 11779 on each payday for the full amount of dues deductions. The UPSEU will hold BOCES and the Business Office harmless for any deductions made at the request of the UPSEU.

XVII GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific article or section of this Agreement. In the event that a Para-Educator has a grievance, he or she may present the grievance using the following procedure.

B. INFORMAL PROCEDURE

Any Para-Educator who believes he or she has a grievance may discuss it informally with the Program Director involved or his designee within ten (10) working days of the incident to have the grievance adjusted informally.

C. FORMAL PROCEDURE

Step One - The aggrieved will present the grievance to the Director in writing no later than ten (10) working days following the incident or, if the informal procedure is used first, no later than ten (10) days following the informal meeting of the Para-Educator and the Program Director. The Director or his/her designee shall render his/her decision in writing within ten (10) working days after the grievance has been received.

Step Two - If the grievance is not settled in Step One and the aggrieved desires to appeal, the grievance shall be submitted no later than fifteen (15) working days after the receipt of the Director's decision to the Superintendent or his/her designee. The Superintendent shall make a written response in fifteen (15) working days of receipt of the grievance.

Step Three - If the grievance is not settled in Step Two and the aggrieved desires to appeal, the grievance shall be submitted in writing to the Board within fifteen (15) working days. A meeting shall be arranged between the Board and the aggrieved at the next regular meeting of the Board or within thirty (30) working days of receipt of the grievance, whichever comes first.

Step Four - If the UPSEU is not satisfied with the decision of the Board of Cooperative Educational Services, the UPSEU may request that the matter be submitted to the American Arbitration Association for Binding Arbitration in accordance with their rules. The cost of arbitration shall be borne equally between the Board of Cooperative Educational Services and the UPSEU.

XVIII UNIT RIGHTS

- A.** After school closing on school days, the Para-Educator Unit shall be permitted to use designated areas in school buildings without cost for meetings of the membership, provided there is no interference with any scheduled school activities and provided there is an appropriate request and approval on a provided form.

- B. There shall be bulletin board space in the faculty lounge, or lounges should there be more than one, for the use of the Para-Educator Unit.
- C. The UPSEU may distribute materials dealing with proper and legitimate business of the UPSEU through Para-Educator mailboxes, provided that one signed copy shall be submitted to the Program Director whose approval will not be unreasonably withheld. The copy must be signed by a responsible officer. Prior notice will be given for the distribution of correspondence in employee mailboxes. Notice will replace approval.
- D. The names and addresses of Para-Educators will be available by September 1st of each year. A published staff directory will be available by September 15th. All other updates of staff lists are the responsibility of the Para-Educator Unit.
- E. The Para-Educator Unit will be given up to six (6) conference days each year.
- F. BOCES shall permit two (2) officers and/or stewards of the Para-Educator Unit four (4) days each year for the purposes of conferences and/or training seminars without charging the aforesaid days to leave and without the loss of pay.

XIX NEGOTIATION PROCEDURES

- A. Negotiations between BOCES and the UPSEU for the renewal of the contract shall commence no later than February 1st prior to the termination of the contract.
- B. The first meeting of the UPSEU Committee and the Superintendent or his/her designee will be held upon written notice of either the UPSEU or the Superintendent or his/her designee on a mutually accepted date.
- C. Such meetings will be convened for the purpose of reaching mutual understanding and agreement.
- D. Final draft of the Agreement reached by the Superintendent or his/her designee and the UPSEU shall be exchanged by both parties before ratification and reproduction of said Agreement is undertaken.
- E. Either party shall have the right to caucus during the meetings.

- F. All discussions, notes, and agreements shall remain confidential until mutual recognition and impasse. Any release to the media prior thereto shall be jointly made.

XX LONGEVITY SALARY CREDIT

- A. A Para-Educator who has worked for four (4) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2005:	Five Hundred Dollars (\$500.00)
Effective July 1, 2006:	Five Hundred-Fifty Dollars (\$550.00)
Effective July 1, 2007:	Six Hundred Dollars (\$600.00)
Effective July 1, 2008:	Six Hundred-Fifty Dollars (\$650.00)
Effective July 1, 2009:	Seven Hundred Dollars (\$700.00)

- B. A Para-Educator who has worked for nine (9) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2005:	Six Hundred-Fifty Dollars (\$650.00)
Effective July 1, 2006:	Six Hundred-Fifty Dollars (\$650.00)
Effective July 1, 2007:	Seven Hundred Dollars (\$700.00)
Effective July 1, 2008:	Seven Hundred and Fifty Dollars (\$750.00)
Effective July 1, 2009:	Eight Hundred Dollars (\$800.00)

- C. A Para-Educator who has worked for fourteen (14) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2005:	Seven Hundred Fifty Dollars (\$750.00)
Effective July 1, 2006:	Seven Hundred Fifty Dollars (\$750.00)
Effective July 1, 2007:	Eight Hundred Dollars (\$800.00)
Effective July 1, 2008:	Eight Hundred and Fifty Dollars (\$850.00)
Effective July 1, 2009:	Nine Hundred Dollars (\$900.00)

- D. Para-Educators who are being paid on Step 12 (Step 8 for Technical Para-Educators) of the Salary Schedule shall receive a Top Step Differential payment equal to the amount of the increment between Step 11 and Step 12 (Step 7 and Step 8 for Technical Para-Educators).

- E. A Para-Educator who has worked for nineteen (19) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2005:	Not applicable
Effective July 1, 2006:	Eight-Hundred-Fifty Dollars (\$850.00)
Effective July 1, 2007:	Nine Hundred Dollars (\$900.00)
Effective July 1, 2008:	Nine Hundred-Fifty Dollars (\$950.00)
Effective July 1, 2009:	One Thousand Dollars (\$1,000.00)

XXI SALARY NOTICE

Para-Educators shall receive a salary notice by September 1 of each year to include the following information:

- A. Step number and base salary;
- B. Longevity credit where applicable; and
- C. Total salary

XXII SUBSTITUTIONS

When a Para-Educator acts as a teacher for a regular school day, the Para-Educator will receive an additional Sixty Dollars (\$60.00) for the day. Effective July 1, 2006, the rate shall be Sixty-Five Dollars (\$65.00) for the day. If the Para-Educator does not receive help of a substitute Para-Educator at that time, then the remuneration will be Seventy Dollars (\$70.00) for the day. Effective July 1, 2006, the rate shall be Seventy-Five Dollars (\$75.00) for the day.

XXIII STAFF DEVELOPMENT AND PROFESSIONAL ADVANCEMENT

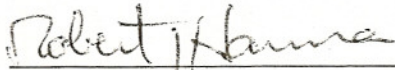
- A. All Para-Educators are required to attend a minimum of six (6) hours of development activities, as identified by their respective Program Director, during their first three years of employment at BOCES.
- B. All Para-Educators who have completed three or more years of employment in BOCES are required to attend a minimum of four (4) hours of development activities as identified by their respective Program Director.
- C. Para-Educators who after July 1, 1999 complete in-service and/or college course work of three hundred (300) hours approved by BOCES shall be paid one thousand (\$1,000) dollars above their regular step on the salary schedule.

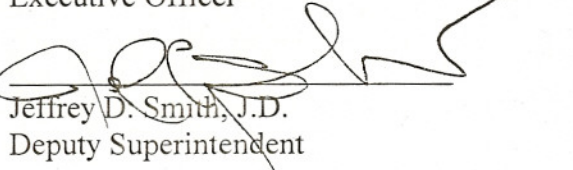
XXIV LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed for the purpose of mutual discussion and exploration of non-contractual and educational issues of mutual concern. This Committee shall be comprised of eight (8) members, four (4) of whom shall be chosen by Orange-Ulster BOCES, and four (4) of whom shall be selected by the UPSEU. The Committee shall meet at its earliest convenience at the request of either party. The parties reserve the right to exchange proposed agendas prior to the meeting. See Side Letter dated February 23, 2006, attached hereto as Attachment "B"

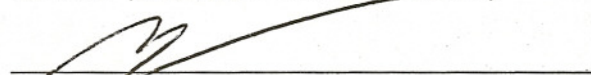
Dated:


ORANGE-ULSTER BOCES

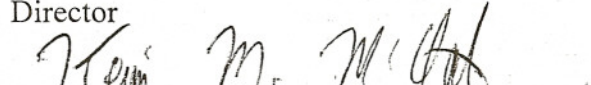

Robert J. Hanna, Ph.D.
Executive Officer



Jeffrey D. Smith, J.D.
Deputy Superintendent

UNITED PUBLIC SERVICE EMPLOYEES UNION (PARA-EDUCATOR UNIT)


Kevin E. Boyle, Jr.
UPSEU President


Gary M. Hickey
UPSEU Executive Vice President/Regional
Director


Kevin McCloat
UPSEU Labor Relations Representative


Christine Bankston, President
Para-Educator Unit

NEGOTIATING COMMITTEE:


Joy Kaczmar


Mary McGreevy

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between United Public Service Employees Union, Para-Educators Unit (hereinafter referred to as "UPSEU") and Orange-Ulster BOCES (hereinafter referred to as "BOCES").

WHEREAS, the BOCES and UPSEU are signatories to a collective bargaining agreement with an effective date of July 1, 2005 through June 30, 2010; and

WHEREAS, in the above referenced agreement, BOCES and UPSEU negotiated a Top Step Differential which was to have the effect of giving an "increment", (or the equivalent thereof) to those employees "off the schedule"; and

WHEREAS, the "equivalent increment" or Top Step Differential does not provide the result the negotiators intended; and

WHEREAS, the intent was to give Para-Educators a negotiated salary increase of five percent (5%) in school years 2006/2007, 2007/2008, 2008/2009 and 2009/2010; and

WHEREAS, the parties have reached an agreement and wish to reduce such agreement to writing according to the terms and conditions set forth hereunder.

NOW, THEREFORE, it is agreed and stipulated as follows:

1. ARTICLE XX LONGEVITY SALARY CREDIT Paragraph (D.) shall be abolished effective July 1, 2007.
2. PARA-EDUCATOR AND FOOD SERVICE HELPER SALARY SCHEDULE:
(Amended Salary Schedules attached hereto as Appendix "A")
 - A.) The Top Step Differential in 2005 - 2006 (\$847) shall be added to Step 12 (\$20,557) and become the new Step 12 (\$21,404).
 - B.) Effective July 1, 2006, a new Step 13 will be created by increasing the former Step 12 by five percent (5%) for a new Step 13 salary of \$22,474.
 - C.) Effective July 1, 2007, a new Step 14 will be created by increasing the former Step 13 by five percent (5%) for a new Step 14 salary of \$23,598.
 - D.) Effective July 1, 2008, a new Step 15 will be created by increasing the former Step 14 by five percent (5%) for a new Step 15 salary of \$24,778.
 - E.) Effective July 1, 2009, a new Step 16 will be created by increasing the former Step 15 by five percent (5%) for a new Step 16 salary of \$26,017.

3. TECHNICAL PARA-EDUCATOR SALARY SCHEDULE:
(Amended Salary Schedules attached hereto as Appendix "B")

- A.) The Top Step Differential in 2005 - 2006 (\$902) shall be added to Step 8 (\$27,111) and become the new Step 8 (\$28,013).
- B.) Effective July 1, 2006, a new Step 9 will be created by increasing the former Step 8 by five percent (5%) for a new Step 9 salary of \$29,414.
- C.) Effective July 1, 2007, a new Step 10 will be created by increasing the former Step 9 by five percent (5%) for a new Step 10 salary of \$30,884.
- D.) Effective July 1, 2008, a new Step 11 will be created by increasing the former Step 10 by five percent (5%) for a new Step 11 salary of \$32,429.
- E.) Effective July 1, 2009, a new Step 12 will be created by increasing the former Step 11 by five percent (5%) for a new Step 12 salary of \$34,050.

4. OCCUPATIONAL PARA-EDUCATOR SALARY SCHEDULE:
(Amended Salary Schedules attached hereto as Appendix "C")

- A.) The Top Step Differential in 2005 - 2006 (\$1189) shall be added to Step 12 (\$26,012) and become the new Step 12 (\$27,201).
- B.) Effective July 1, 2006, a new Step 13 will be created by increasing the former Step 12 by five percent (5%) for a new Step 13 salary of \$28,561.
- C.) Effective July 1, 2007, a new Step 14 will be created by increasing the former Step 13 by five percent (5%) for a new Step 14 salary of \$29,989.
- D.) Effective July 1, 2008, a new Step 15 will be created by increasing the former Step 14 by five percent (5%) for a new Step 15 salary of \$31,489.
- E.) Effective July 1, 2009, a new Step 16 will be created by increasing the former Step 15 by five percent (5%) for a new Step 16 salary of \$33,063.

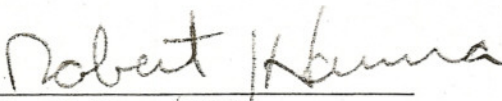
5. SENIOR FOOD SERVICE HELPER SALARY SCHEDULE:
(Amended Salary Schedules attached hereto as Appendix "D")

- A.) Effective July 1, 2006, a new Step 13 will be created by increasing the former Step 12 by five percent (5%) for a new Step 13 salary of \$31,710.
- B.) Effective July 1, 2007, a new Step 14 will be created by increasing the former Step 13 by five percent (5%) for a new Step 14 salary of \$33,296.

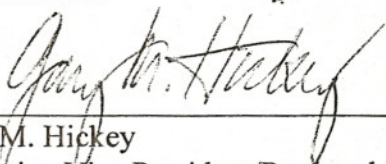
- C.) Effective July 1, 2008, a new Step 15 will be created by increasing the former Step 14 by five percent (5%) for a new Step 15 salary of \$34,960.
- D.) Effective July 1, 2009, a new Step 16 will be created by increasing the former Step 15 by five percent (5%) for a new Step 15 salary of \$36,708.

All other terms of the Agreement between Orange-Ulster BOCES and the United Public Service Employees Union (Para-Educator Units) shall remain the same.

FOR BOCES:


Robert J. Hanna, Ph.D.
Executive Officer

FOR UPSEU:


Gary M. Hickey
Executive Vice President/Regional
Director

Date: Jan 5, 2007

Date: 1-5-07

LET6647.GMH/ljb

APPENDIX "A"

PARA-EDUCATOR AND FOOD SERVICE HELPER SALARY SCHEDULE

STEP	2006-07	2007-08	2008-09	2009-10
A	11405	11736	12077	12427
1	11638	11975	12323	12681
2	12660	12220	12574	12939
3	13335	13293	12831	13203
4	14011	14002	13958	13473
5	14685	14712	14702	14656
6	15699	15419	15448	15437
7	16389	16484	16190	16220
8	17081	17208	17308	17000
9	18029	17935	18068	18173
10	18916	18930	18832	18971
11	19805	19862	19877	19774
12	20696	20795	20855	20871
13	22474	21731	21835	21897
14		23598	22817	22926
15			24778	23958
16				26017

APPENDIX "B"

TECHNICAL PARA-EDUCATOR SALARY SCHEDULE

STEP	2006-07	2007-08	2008-09	2009-10
1	21522	22146	22788	23448
2	21961	22598	23253	23927
3	22887	23059	23728	24416
4	23814	24031	24212	24914
5	24740	25005	25233	25423
6	25666	25977	26255	26495
7	26593	26949	27276	27568
8	27519	27923	28296	28640
9	29414	28895	29319	29711
10		30885	30340	30785
11			32429	31857
12				34050

APPENDIX "C"

OCCUPATIONAL PARA-EDUCATOR

STEP	2006-07	2007-08	2008-09	2009-10
1	15460	15908	16369	16843
2	15775	16233	16703	17187
3	16615	16564	17045	17538
4	17459	17446	17392	17897
5	18297	18332	18318	18262
6	19560	19212	19249	19234
7	20420	20538	20173	20211
8	21281	21441	21565	21182
9	22462	22345	22513	22643
10	23567	23585	23462	23639
11	24816	24745	24764	24635
12	26064	26057	25982	26002
13	28561	27367	27360	27281
14		29989	28735	28728
15			31489	30172
16				33063

APPENDIX "D"

SENIOR FOOD SERVICE HELPER

STEP	2006-07	2007-08	2008-09	2009-10
1	20838	21442	22064	22704
2	21263	21880	22514	23167
3	22050	22326	22974	23640
4	22866	23153	23442	24123
5	23712	24009	24311	24614
6	24589	24898	25209	25527
7	25499	25818	26143	26469
8	26442	26774	27109	27450
9	27421	27764	28113	28464
10	28435	28792	29152	29519
11	29487	29857	30232	30610
12	30578	30961	31350	31744
13	31710	32107	32509	32916
14		33296	33712	34134
15			34960	35398
16				36708